

EDUCATIONAL PARTNERSHIP AGREEMENT
between
UNIVERSITY OF PUERTO RICO, MAYAGÜEZ CAMPUS
and
NAVAL EXPLOSIVE ORDNANCE DISPOSAL TECHNOLOGY DIVISION, ✓
INDIAN HEAD, MD
and
NAVAL SURFACE WARFARE CENTER – INDIAN HEAD DIVISION

I. JUSTIFICATION

Congress enacted Public Law 101-510 (5 November 1990), Title 10 United States Code §2194, Education Partnerships, for the purpose of encouraging and enhancing study in scientific disciplines at all levels of education. This law requires the Secretary of Defense to authorize each defense laboratory to enter into one or more Education Partnership Agreements with educational institutions in the United States, including education agencies, colleges, universities and nonprofit institutions that are dedicated to improving science, mathematics, and engineering education.

The UNIVERSITY OF PUERTO RICO (UPR), MAYAGÜEZ CAMPUS, the NAVAL EXPLOSIVE ORDNANCE DISPOSAL TECHNOLOGY DIVISION (NAVEODTECHDIV), and the, NAVAL SURFACE WARFARE CENTER INDIAN HEAD DIVISION (NSWC IHD) have a common interest in the development of tools for the detection and identification of energetic materials that may present a threat to property, personnel, and national security. This relationship has been established and fueled by NAVEODTECHDIV's and NSWC IHD's mission and goals, and UPR Mayaguez Campus' capabilities and commitment to contribute to common interest areas.

Under such circumstances, and in support of the goals and objectives of Title 10 United States Code §2194, Education Partnerships, NAVEODTECHDIV and NSWC IHD wish to enter into an educational partnership agreement with UPR, MAYAGÜEZ CAMPUS. NAVEODTECHDIV, NSWC IHD and UPR MAYAGÜEZ CAMPUS will be referred to as "Partners." Partners enter into this Agreement in recognition of the vital role that science, mathematics, and engineering education play in the current and future well-being of the United States.

II. BACKGROUND

NAVEODTECHDIV is a Navy facility that develops tools, techniques, procedures and information in support of Joint Service Explosive Ordnance Disposal (JSEOD) technicians. While the number of Joint Service (Army, Navy, Air Force, and Marine Corps) EOD technicians (less than 5,000) may seem small, their role in support of the United States military is large. In order to meet the needs of those 5,000 EOD technicians, NAVEODTECHDIV must stay on the cutting edge of science and technology development and employ smart, enthusiastic personnel.

NSWC IHD is recognized as the nation's premier resource for energetics technology, development and innovation. NSWC IHD provides research, development, test and evaluation and in-service support of energetic and energetic materials for warheads, propulsion systems, ordnance, and pyrotechnic devices and fuzing for Navy, Joint Forces and the Nation.

III. AUTHORITY

This Agreement is entered into pursuant to the authority contained in:

Title 10 United States Code §2194, Education Partnerships

IV. PURPOSE

The purpose of this Educational Partnership Agreement is to establish a 3 year agreement in order to:

- Aid NAVEODTECHDIV and NSWC IHD personnel in executing their mission by leveraging the educational knowledge and capabilities of engineering and science faculty at UPR, MAYAGÜEZ CAMPUS.
- Provide NAVEODTECHDIV and NSWC IHD personnel access to new state-of-the-art, innovative technological methods relating to solving existing technical problems.
- Facilitate the identification of other mutually beneficial partnership opportunities to include such things as proposal development; publication of papers, and participation and presentation of material at technical symposiums, etc.
- Encourage and facilitate early interest of undergraduate and graduate students in the science, mathematics, and engineering areas.
- Aid in the educational experience of UPR, MAYAGÜEZ science, mathematics, and engineering students and faculty by providing a mechanism by which those students and faculty can benefit from the staff expertise, unique facilities, and equipment related to the design, development, manufacture, and testing of energetics and the detection and defeat of improvised explosive devices and other energetic and other ordnance related hazards. Access to NAVEODTECHDIV and NSWC IHD (i.e., hardware, personnel, facilities, etc.) will provide a unique opportunity for students to become aware of and collaborate in the many disciplines associated with all aspects of energetic and other ordnance related hazards which would not otherwise be available in a college environment. A goal is to facilitate student interest and expertise in science, mathematics, and engineering, particularly as these fields relate to the real world technical applications required by the U. S. Navy.
- Foster collaboration in science, mathematics, and engineering between the three partners to be able to develop joint proposals and enhance recruiting opportunities/work assignments (students working temporary assignments – summer/intern) with NAVEODTECHDIV and NSWC IHD.

V. BENEFITS

A. Benefits to UPR, MAYAGÜEZ CAMPUS

1. A formal vehicle for information exchange with NAVEODTECHDIV and NSWIHD.
2. Access to applied state-of-the-art facilities and technology beyond that which would normally be available to the UPR, MAYAGÜEZ CAMPUS community.
3. Research experiences, which would provide students and faculty with opportunities to understand and improve upon multiple jointly-developed technologies.
4. Assistance/advice in curriculum development.

5. Potential opportunities for temporary work assignments with NAVEODTECHDIV and NSWC IHD.
6. Collaboration opportunities in proposal development, technical paper publication, and symposium presentation.

B. Benefits to NAVEODTECHDIV and NSWC IHD

1. Promotion and facilitation of the education of future scientists and engineers.
2. Enhanced perspective on projects by exposure to the ideas of the academic community.
3. Increased opportunities for scientific growth, exploration, and experience by participation in the academic process.
4. Access to applied state-of-the-art facilities and technology beyond that which would normally be available to the NAVEODTECHDIV and NSWC IHD community.
5. Recruiting opportunities for science, mathematics and engineering students.
6. Collaboration opportunities in proposal development, technical paper publication, and symposium presentation.

VI. ACTIONS

A. Meetings of the Partners

The Partners shall maintain an ongoing dialogue regarding the status of the Partners' activities under this Agreement. The Partners will meet as needed in order to discuss the progress of projects undertaken through this Agreement, to resolve any issues that arise in the performance of this Agreement, and to seek agreement on future projects to be pursued under this Agreement.

B. One or more of the following initiatives may be used to achieve the goals of this partnership:

1. NAVEODTECHDIV and NSWC IHD may transfer defense laboratory equipment, determined to be surplus, to UPR, MAYAGÜEZ CAMPUS to support the UPR, MAYAGÜEZ CAMPUS mission to educate the general public and students of UPR, MAYAGÜEZ CAMPUS about energetic materials, as well as science and engineering in general. Any transfer of equipment is in accordance with the director of defense research and engineering (DDR&E) memorandum entitled "Interim Guidance on the use of certain authorities granted under 10 United States Code §2194, Education Partnerships.
2. NAVEODTECHDIV and NSWC IHD may loan defense laboratory equipment to UPR, MAYAGÜEZ CAMPUS for the educational purposes stated above.
3. NAVEODTECHDIV and NSWC IHD may make laboratory personnel available to provide career advice, seminars, courses, or to assist in the development of such courses and related educational material.
4. NAVEODTECHDIV and NSWC IHD may involve faculty and students of UPR, MAYAGÜEZ CAMPUS in laboratory research projects.
5. NAVEODTECHDIV and NSWC IHD may offer visits, tours, and demonstrations at its facilities for faculty and students of UPR, MAYAGÜEZ CAMPUS for the educational purposes stated in this Agreement.

6. UPR, MAYAGÜEZ CAMPUS may make available personnel resources, laboratory equipment, and facilities as required for the educational purposes stated in this Agreement.
7. UPR, MAYAGÜEZ CAMPUS may provide feedback to NAVEODTECHDIV and NSWC IHD on the benefits of NAVEODTECHDIV's and NSWC IHD's contributions to the educational program.
8. NAVEODTECHDIV and NSWC IHD may provide UPR, MAYAGÜEZ CAMPUS students with opportunities at NAVEODTECHDIV and/or NSWC IHD for cooperative education and summer employment of students (undergraduate through graduate level) through existing Navy programs.
9. NAVEODTECHDIV and/or NSWC IHD may provide opportunities for summer work and sabbatical positions at NAVEODTECHDIV and/or NSWC-IHD for UPR, MAYAGÜEZ CAMPUS staff and faculty through existing Navy programs.
10. UPR, MAYAGÜEZ CAMPUS may provide opportunities for NAVEODTECHDIV and NSWC IHD to assist in the development of curriculum of UPR, MAYAGÜEZ CAMPUS.
11. UPR, MAYAGÜEZ CAMPUS may establish opportunities for NAVEODTECHDIV and NSWC IHD staff to attend UPR, MAYAGÜEZ CAMPUS and earn advanced degrees.
12. NAVEODTECHDIV and NSWC IHD may, provided all requirements of DoD 5500.7-R "Joint Ethics Regulation" are met, provide sponsorship of UPR, MAYAGÜEZ CAMPUS research and thesis projects. NAVEODTECHDIV and NSWC IHD may additionally provide access to NAVEODTECHDIV and NSWC IHD staff for technical consultation and advisement for these projects.
13. The Partners may collaborate on the development of joint proposals, technical papers, and symposium presentations. The costs associated with the development of such business products are the responsibility of each Partner.
14. UPR Mayaguez is responsible for the care and safekeeping of all property loaned to it by either NSWC IHD or EODTECHDIV, pursuant to this agreement. UPR Mayaguez agrees to implement appropriate property accounting procedures, to include providing for the security of all loaned property. UPR Mayaguez agrees to reimburse the NSWC IHD and/or EODTECHDIV for the replacement value of all loaned property that is lost, damaged, or destroyed.

VII. INTELLECTUAL PROPERTY

A. Definitions

Proprietary Information - Any information, technical data, or know-how in any form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works, and art work, which are clearly identified and marked as being proprietary. Information transmitted orally or visually shall be considered to be Proprietary Information provided such Proprietary Information is identified by the disclosing Partner prior to disclosure, reduced to written summary form, and marked as being proprietary by the transmitting Partner, and transmitted to the recipient within 30 business days after such oral or visual transmission. During this 30-business day period, such oral or visual information so disclosed shall be provided the

same protection as provided Proprietary Information as set forth below. Failure to so identify, reduce to writing, mark, and deliver such verbally or visually disclosed information in the manner prescribed shall relieve the receiving Partner of all obligations of protection with respect to said disclosed information thereafter.

B. Special Information Handling (Classified, Competition Sensitive, Proprietary)

1. Information Security - Each Partner shall provide notice of any communication practice, data storage, or information exchange involving information that can be considered classified, competition sensitive, proprietary, etc. associated with the project, test articles, technical information, test data, specifications, etc. If no notice is provided, it will be assumed that no restrictions are required.
2. If the project or related information is classified, the product or related information will be handled in accordance with the applicable instructions (e.g., DD Form 4401 of the DOD Industrial Security Manual) for safeguarding such articles or information against unauthorized disclosure and as stipulated herein.
3. The Partners to this Agreement who receive Competition Sensitive Proprietary Information belonging to the other Partner shall hold such Competition Sensitive/Proprietary Information in strict confidence; shall limit its further disclosure to only personnel having a need for access to the Competition Sensitive/Proprietary Information; shall not disclose such Competition Sensitive/Proprietary Information; and shall use the Competition Sensitive/Proprietary Information only for performance of this Agreement. The Partners further agree to make a good faith effort to minimize, to the extent practicable, the number of persons having access to Competition Sensitive/Proprietary Information. Competition Sensitive/Proprietary Information shall receive security protection in accordance with the receiving Partners' standard procedures governing the handling of such information and as agreed to in any attachments here to.
4. Upon completion or termination of this Agreement, each Partner shall return or properly dispose of all classified, Competition Sensitive/Proprietary Information unless otherwise agreed by the Partners.

C. Data Rights

1. The term "data" as used in this Agreement includes technical data; detailed manufacturing or process data; form, fit, and function data; computer databases; computer programs; computer software; and computer software documentation as defined in the Defense Federal Acquisition Regulation Supplement Clause 252.227-7013 (November 1995). It also includes orally communicated information of a scientific or technical nature and information that, if recorded, would be technical data, detailed manufacturing or process data, form, fit and function data, computer databases, computer programs, computer software, and computer software documentation, provided such information is reduced to writing within 30 business days after communication.
2. Notwithstanding any provision to the contrary, nothing in this Agreement shall diminish any rights in data, including any pre-existing rights in any data that the Government has, or is entitled to, under this or any other Government agreement or contract, or is otherwise entitled to as a matter of law.

3. Except for purposes of seeking patent rights, or, as may be required by law (e.g., FOIA) UPR, MAYAGÜEZ CAMPUS, NAVEODTECHDIV and NSWC IHD shall not disclose the data created under this Agreement outside the government for a period of 5 years from when the data was created, without the consent of the other party.
4. This provision shall survive the termination, cancellation, or suspension of this Agreement.

D. Patent Rights

1. The term “invention” as used in this Agreement is defined in Federal Acquisition Regulation Clause 27.301 and Clause 52:227-11.
2. Any patent rights regarding a “subject invention” developed under this Agreement shall be governed by the FAR Section 52:227, and incorporated sections, including 52:227-11 and 52:227-14. For purposes of this FAR clauses, UPR, MAYAGÜEZ CAMPUS shall be considered to be a “contractor” for purposes of this FAR Section.

VIII. GENERAL PROVISIONS

- A. The level of effort to be expended by NAVEODTECHDIV and NSWC IHD on any activity under this Agreement shall be within the discretion of NAVEODTECHDIV and NSWC IHD.
- B. The level of effort to be expended by UPR, MAYAGÜEZ CAMPUS on any activity under this Agreement shall be within the discretion of UPR, MAYAGÜEZ CAMPUS.
- C. Each Partner will be responsible for its own costs.
- D. Clearance of material intended for public release.

All information made available to UPR, MAYAGÜEZ CAMPUS, its faculty, students, or other person under this Agreement is subject to a public release review by NAVEODTECHDIV and NSWC IHD prior to its release. No news release, including photographs and films, advertisement, or public announcement, regarding this Agreement or denial or confirmation of same shall be made without prior written approval of NAVEODTECHDIV and NSWC IHD Public Affairs Offices. No information, data, materials, or other item created or received by UPR, MAYAGÜEZ CAMPUS, its faculty, students, or other person under this Agreement shall be made available to the public without the prior written approval of the NAVEODTECHDIV and NSWC IHD Public Affairs Offices. No proposal, technical presentation, or technical paper will bear reference to NAVEODTECHDIV and NSWC IHD as partner without NAVEODTECHDIV's and NSWC IHD's permission (both technically and from public affairs – information releasability nature). The partners shall not use the names, initials, stamp, logos, seal, or any other identifying emblem or distinctive symbol of the other institution without the express written authorization of the institution to which said objects belong.

- E. Each Partner will be responsible for the safe and legal acquisition, handling, and disposal of materials according to local guidelines and regulations.

F. Warranties

1. NAVEODTECHDIV and NSWC IHD hereby warrant to UPR, MAYAGÜEZ CAMPUS that the performance of the activities specified by this Agreement is consistent with the authority granted in Title 10 United States Code §2194 and associated guidance and directives and the mission of NAVEODTECHDIV and NSWC IHD and that the Official executing this Agreement has the requisite authority to do so.
2. UPR, MAYAGÜEZ CAMPUS hereby warrants to NAVEODTECHDIV and NSWC IHD that, as of the date hereof, it is an institution of higher education; as required by Title 10 United States Code §2194, and meeting the requirements of Title 26 United States Code §501(c)(3) dedicated to improving science, mathematics, and engineering education; and has the requisite power and authority to enter into this Agreement and to perform according to the terms thereof.
3. A cooperative education practice does not commit either the Navy nor the affected student to an offer of employment with NAVEODTECHDIV and/or NSWC IHD, nor acceptance thereof.

G. Liabilities

1. To the extent permitted by the respective federal or commonwealth laws governing the parties, each party shall be responsible for claims brought against it for personal injury or property damage or for any type of injury or damage, to the extent that such injuries or damage result from the negligence of its employees, agents, instructors or students.
2. Neither the parties shall assume any liabilities to each other. As to liability to each other the parts do not waive any defense as a result of this agreement. Likewise, this provision shall not be construed to limit the partner's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this agreement. No Partner shall be liable for the consequences of any unforeseeable Force Majeure event that (1) is beyond its reasonable control; (2) is not caused by the fault or negligence of such Partner; (3) causes such Partner to be unable to perform its obligations under this Agreement; and (4) cannot be overcome by the exercise of due diligence. In the event of the occurrence of a Force Majeure event, the Partner unable to perform shall promptly notify the other Partner. It shall further pursue its best efforts to resume as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force major event.

H. General

1. This Educational Partnership Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter.
2. The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.
3. Titles and headings of the sections and subsections of this Agreement are for convenience of reference only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.
4. The Partners agree that the laws of the United States of America govern the interpretation of this Educational Partnership Agreement.


5. UPR, MAYAGÜEZ CAMPUS, NAVEODTECHDIV, and NSWC IHD may elect to terminate this Agreement at any time by mutual consent. In such event, the Partners shall specify the disposition of all activities accomplished or in progress arising from or performed under this Agreement and they shall specify the disposal of all property in a manner consistent with this Agreement and property disposal laws and regulations. Either Partner may unilaterally terminate this entire Agreement at any time by giving the other Partner written notice not less than 30 days prior to the desired termination date.
6. This Agreement will remain in effect for 36 months unless terminated by the participating organizations. At the conclusion of this term, it may be extended by mutual written agreement of the Partners. Modifications can be made at any time by mutual agreement of the signatories or their successors.
7. Notwithstanding any other provision of this Agreement, the Agreement does not in any way authorize the export of any defense articles or defense services (including information or technical data) nor does it in any way authorize or approve the use of an exemption to the export licensing requirements of the International Traffic in Arms Regulation (ITAR). If UPR, MAYAGÜEZ CAMPUS desires to export any defense article or service provided by this Agreement, it must first obtain an export license.
8. Only citizens of the United States are eligible to participate in this Agreement on behalf of UPR, MAYAGÜEZ CAMPUS. UPR, MAYAGÜEZ CAMPUS is solely responsible for ensuring that all students, faculty, or other representatives participating on its behalf are United States citizens.

9. This agreement becomes effective upon the date the last signatory representing the UNIVERSITY OF PUERTO RICO (UPR), MAYAGÜEZ CAMPUS, the NAVAL EXPLOSIVE ORDNANCE DISPOSAL TECHNOLOGY DIVISION (NAVEODTECHDIV), and the NAVAL SURFACE WARFARE CENTER, INDIAN HEAD DIVISION (NSWC IHD), sign it. This agreement will remain in force for three years. In case the present agreement is not renewed, both parts are committed to culminate the activities that are in execution and not to affect the development and culmination of the same ones. Either party may change, amend or cancel this agreement in writing for any reason upon thirty days notice.

Approved by:


 T.B. Smith
 Commanding Officer
 NAVEODTECHDIV

Date

 07 Dec 2010

Andrew Buduo
 Commanding Officer
 NSWC IHD

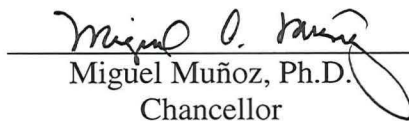
Date


 Jason Shaffer
 Executive Director
 NAVEODTECHDIV

7 DEC 10
 Date


 Dennis McLaughlin
 Technical Director
 NSWC IHD

12/3/10
 Date


 Miguel Muñoz, Ph.D.
 Chancellor
 University of Puerto Rico –
 Mayaguez Campus

12/7/10
 Date